

NOVATION AND CHANGE OF NAME AGREEMENT

THIS AGREEMENT, entered into as of _____, by and between THE RAMO-WOOLDRIDGE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware with its principal office in the City of Los Angeles, California, (hereinafter referred to as the "Transferor"); THOMPSON RAMO WOOLDRIDGE INC. (formerly THOMPSON PRODUCTS, INC.) a corporation duly organized and existing under the laws of the State of Ohio with its principal office in the City of Euclid (hereinafter referred to as the "Transferee"); and the UNITED STATES OF AMERICA (hereinafter referred to as the "Government").

WITNESSETH:

WHEREAS, the Government, represented by various Contracting Officers of the Department of the Army, has entered into certain contracts, letter contracts and purchase orders with the Transferor, namely:

DA 36-039 SC-74865
DA 36-039 SC-74971
DA 36-039 SC-75044
DA 36-039 SC-75053
DA 36-039 SC-74885

DA 36-039 SC-75052
DA 36-039 SC-78033
DA 36-039 SC-78036
DA 36-039 SC-78049
DA 36-039 SC-80078
DA 04-495 ORD-1031
DA 29-040 ORD-1442

and the term "the RAMO Contracts" as hereinafter used means the above contracts, letter contracts, and purchase orders, and all other contracts, letter contracts and purchase orders, including amendments and change orders thereto, heretofore made between the Government, represented by various Contracting Officers of the Department of the Army, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee;

WHEREAS, the Government, represented by various Contracting Officers of the Department of the Army, has entered into certain contracts, letter contracts and purchase orders with THOMPSON PRODUCTS, INC. as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference; and the term "the Thompson Contracts" as hereinafter used means the above contracts, letter contracts, and purchase orders, and all other contracts, letter contracts and purchase orders, including amendments and change orders thereto, heretofore made between the Government, represented by various Contracting Officers of the Department of the Army, and THOMPSON PRODUCTS, INC. (whether or not performance and payment have been completed and releases executed, if the Government or the Transferee has any remaining rights, duties, or obligations thereunder), and

including amendments and change orders thereto hereafter made between the Government and the Transferee;

WHEREAS, as of _____, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of Transferor's merger into Transferee;

WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

WHEREAS, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

WHEREAS, on October 31, 1958, "THOMPSON PRODUCTS, INC." has changed its name to "THOMPSON RAMO WOOLDRIDGE INC." by filing and recording a certified copy of Merger Agreement dated as of June 30, 1958, between THOMPSON PRODUCTS, INC. and THE RAMO-WOOLDRIDGE CORPORATION in the Office of the Secretary of State of Ohio on October 31, 1958;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts; and

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance, and transfer and said change of name;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows

RAMO CONTRACTS (NOVATION)

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the RAMO Contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the RAMO Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the RAMO Contracts, in all respects as if the Transferee were the original party to the RAMO Contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the RAMO Contracts

with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the RAMO Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the RAMO Contracts in all respects as if the Transferee were the original party to the RAMO Contracts. The term "Contractor" as used in the RAMO Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the RAMO Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the RAMO Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the RAMO Contracts, to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that no claim for payment by or reimbursement from the Government shall be made by either of them with respect to any costs, increased taxes or other expenses arising out of or attributable to (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government would have been obligated to pay or reimburse under the terms of the RAMO Contracts in effect prior to the execution of this Agreement.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the RAMO Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of, and consents to, any such amendment or modification.

THOMPSON CONTRACTS (CHANGE OF NAME)

9. The THOMPSON Contracts are hereby amended by this Agreement by deleting therefrom the name "THOMPSON PRODUCTS, INC." wherever it appears in said Contracts and substituting therefor the name "THOMPSON RAMO WOOLDRIDGE INC."

GENERAL

10. Except as herein modified, the RAMO and THOMPSON Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By _____
Contracting Officer for the
Department of the Army

THE RAMO-WOOLDRIDGE CORPORATION

(Corporate Seal)

By _____
Title _____

THOMPSON RAMO WOOLDRIDGE INC.

(Corporate Seal)

By _____
Title _____